

Swift Selection Terms of Business

Introduction of permanent staff (To be directly employed by the Client)

Swift Selection is committed to maintaining a high level of service and efficiency. However, because an Introduction is dependent upon the accuracy of information outside Swift Selections' control and a Client's Instructions, and as any decision to engage an Applicant is entirely a matter for a Client. Swift Selection cannot accept liability for any losses. Swift Selection expects Clients to act promptly, reasonably and in good faith (including not applying any discriminatory standards or practices) when deciding whether it wishes to engage an Applicant.

Swift Selection confirms to its Clients that it is acting as a consultancy for the purpose of the introduction of Applicants, in its capacity as an Employment Agency (in accordance with the Conduct of Employment Agencies and Employment Businesses Regulations 2003 - as amended from time to time).

These Terms constitute the contract between the Agency and the Client and are deemed to be accepted by the Client by virtue of an Introduction to, or the engagement of an Applicant or the passing of any information about the Applicant to any third party following an introduction. No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Agency and the Client and are set out in writing and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply.

Introduction Fee is 17.5% of the annual starting salary

The fee payable by you to Swift for the introduction of an Applicant who subsequently accepts an engagement is calculated as a percentage of the Applicant's annual starting salary to be received in the first 12 months. An introduction Fee is still payable if the Applicant is engaged in a position other than the one originally intended. No charge whatever is made to the Applicant. All fees are subject to VAT. Swift may alter this scale from time to time and you will be advised in writing, prior to the commencement of any campaign. All agreed interview travelling expenses and all agreed advertising costs in relation to the assignment will be charged to the client as and when they accrue. Any cancellation charges in relation to such expenses will be met by the Client.

Short Term Contracts

The fees for short term placements will be calculated as already outlined in the paragraph entitled Introduction Fee and apportioned pro-rata. The minimum fee for a short-term placement will be that applicable to a 6 month placement. Should the Applicant remain with the company beyond the 6 month period then a further invoice will be raised for the balance of the Introduction Fee.

Payment Terms

The Client agrees to notify The Employment Agency when it makes an offer of an engagement to the Applicant, together, with the agreed salary details (including any car allowance and regional weightings). All invoices are presented for settlement within 30 days of their date. Should our invoice remain unpaid 30 days following its date then Swift is entitled to charge interest on overdue accounts at the rate of 2% per 30 days.

Applicant Availability

Whilst we will always ensure that an Applicant is genuinely interested in your vacancy, Swift does not guarantee that an Applicant will accept any offer of employment.

The following definitions apply

"The Employment Agency" means Swift Selection (Swift)

"The Client" means the person, firm or corporate body to whom the Applicant is introduced.

"The Applicant" means the person introduced by the Employment Agency to the Client for an engagement.

"Introduction" means following the Client's instruction to the Employment Agency to search for an Applicant and then the passing to the Client of a CV or information which identifies the Applicant or Client's interview of an Applicant in person or by telephone. Candidates introduced by Swift Selection to the client will be deemed to be an 'active introduction' for a period of 7 months after the date of the last interview or initial introduction, whichever is the later, to perform services for or on behalf of the Client whether under a contract of service or for services.

"Engagement" means the appointment of the Applicant or use of the Applicant by the Client or any third party on a permanent or temporary basis, whether under a contract of service or for services; under an agency, or partnership agreement; or any other engagement; directly or through a limited company of which the Applicant is an officer or employee.

"Remuneration" means the annual starting salary payable or receivable by the Applicant pursuant to the engagement.

Sole Agency – reduced Fee

Swift can offer an exclusivity bonus comprising specially reduced fee charges to clients who use our services on a sole agency basis (this can be per vacancy).

A temporary to permanent incentive will be offered to a client who has engaged a temporary through Swift and who then converts that position to permanent employment.

Applicant Suitability

Swift Selection will make every reasonable effort to ensure that our Applicants suit your requirements. It is up to you, however, to satisfy yourself as to the Applicant's suitability and take up any references supplied by the Applicant or Swift before the engagement starts. Neither Swift nor anyone acting on our behalf can accept liability for the accuracy of any information supplied in relation to Applicants, whether this concerns employment history, qualifications or personal circumstances or any other matter whatsoever.

Introduction to a Third Party

The introduction of an Applicant by Swift is confidential. You must not, directly or indirectly, transfer a Swift Applicant to any other person, firm or Company where they are subsequently engaged in a Permanent or Temporary position. If this happens you will have to pay Swift the full Introduction Fee for the engagement.

Refund or Replacement Fee

Should either you or the Applicant terminate the engagement within 10 weeks of its commencement then you are entitled to a rebate except by way of redundancy. To qualify for this however, you must notify Swift in writing within 7 days of the termination, and you must have paid our Introduction Fee in accordance with the Payment Terms.

Refunds or rebates are calculated as follows:-

| Termination of employment | Rebate |
|---------------------------|--------|
| After less than 2 weeks | 100% |
| Between 2 to 5 weeks | 50% |
| Above 5 weeks to 10 weeks | 20% |

Where a rebate of 100% is returned, a minimum residual fee of £200 + VAT is payable as a part contribution towards administration costs.

If within 3 calendar months of the termination you, or any of your Company's subsidiary or associated Companies, re-engage the Applicant the full introduction Fee will again become payable.

Liability for loss or damage

Under no circumstances is Swift Selection liable for loss, damage or expense suffered or incurred by you or any other person, firm or Company from the introduction or subsequent engagement of an Applicant.